

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
Clerk of the Board of Supervisors
County of San Luis Obispo
1055 Monterey Street
San Luis Obispo, California 93408

WITH A COPY TO:
Real Property Manager
County of San Luis Obispo
General Services Department
1087 Santa Rosa Street
San Luis Obispo, CA 93408

APN 029-363-046, 029-363-048, 029-363-049, 029-363-050

RECIPROCAL ACCESS AND PARKING AGREEMENT

This Reciprocal Access and Parking Agreement ("Agreement") is entered into as of this 17th day of August, 2015 ("Effective Date"), by and between the COUNTY OF SAN LUIS OBISPO, a Political Subdivision of the State of California (hereinafter, "County"), THE ATASCADERO HISTORICAL SOCIETY, INC., a California Corporation, and HOTEL PARK BUSINESS & PROFESSIONAL CENTER ASSOCIATION, INC., a California Corporation

RECITALS

A. The County is the owner of certain real property in the City of Atascadero, County of San Luis Obispo, California, APN 029-363-048, as legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter, "County Parcel"). The County Parcel is shown on the Site Map, attached hereto as Exhibit B and incorporated herein by reference.

B. Hotel Park Business & Professional Center Association, Inc. is the owner of one (1) parcel of certain real property in the City of Atascadero, County of San Luis Obispo, California, described as follows:

- (1) Parcel 1, APN 029-363-046, is legally described in Exhibit C, attached hereto and incorporated herein by reference (hereinafter, "Parcel 1"). Parcel 1 is shown on the Site Map, attached hereto as Exhibit B.

C. The Atascadero Historical Society, Inc. is the owner of two (2) parcels of certain real property in the City of Atascadero, County of San Luis Obispo, California, described as follows:

- (1) Parcel 2, APN 029-363-049, is legally described in Exhibit D, attached hereto and incorporated herein by reference (hereinafter, "Parcel 2"). Parcel 2 is shown on the Site Map, attached hereto as Exhibit B.
- (2) Parcel 3, APN 029-363-050, is legally described in Exhibit E, attached hereto and incorporated herein by reference (hereinafter, "Parcel 3"). Parcel 3 is shown on the Site Map, attached hereto as Exhibit B.

To the extent that the Owner of Parcels 2 and 3 decides to merge its parcels, the proportionate share of costs for Parcels 2 and 3 will remain as if they were two separate parcels.

D. Hotel Park Business & Professional Center Association, Inc. is the Owner of Parcel 1 and is administering parking lot maintenance, repairs and landscaping as a part of this Agreement.

E. The County, The Atascadero Historical Society, Inc. and Hotel Park Business & Professional Center Association, Inc. are sometimes hereinafter referred to collectively as the "Owners" or individually as an "Owner." "Owner" shall also mean and refer to one or more persons or entities that are alone or collectively the record owner of a fee simple title to a Parcel. For clarification, each Parcel shall have only one Owner, irrespective of the form or method of holding title of such parcel. In the event that the ownership of any building or other improvements located on any Parcel shall ever be severed from the land, whether by lease or by deed, only the owner of the interest in the land shall be deemed an Owner hereunder. The Owner of the fee title of a Parcel and not the lessee of such Parcel shall be deemed the Owner with respect to such Parcel, regardless of the term of the lease.

F. The County Parcel, Parcel 1, Parcel 2, and Parcel 3 are sometimes collectively referred to as "Parcels" or individually as a "Parcel."

G. The County Parcel is currently partially improved with a structure and paved parking. Parcel 1 is currently improved with structures and paved parking. Parcel 2 and Parcel 3 are currently partially improved with paved parking.

H. The parties desire to provide each Parcel with reciprocal access and parking rights allowing ingress and egress over, across and through the common driveway ("Driveway") and the parking lots, existing and future which are now or shall hereafter be improved with standard surface parking spaces for customer parking on their respective properties ("Parking Lots") as set forth in this Agreement. Excluded from reciprocal access and parking rights and from any maintenance obligations of this Agreement are any parking spaces or parking lots to be constructed on each individual Parcel for that Parcel's exclusive use.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Recitals. The above Recitals are incorporated herein by reference as though fully set forth in full.

2. Reciprocal Driveway and Parking Lots Easement. Each Owner, as grantor, hereby grants to each other Owner for the benefit of each such Owner, its successors, assigns, tenants, customers and invitees, and the customers and invitees of such tenants, and for the benefit of the dominant Parcel or Parcels belonging to such other Owners, as grantee, the following nonexclusive ingress, egress and parking easements over, across, in, and through the Driveway and Parking Lots on each Parcel:

- (a) For ingress and egress over, across, in, and through the Driveway and Parking Lots by vehicular and pedestrian traffic to allow patrons and invitees of the parties and functions to enter onto and exit the Parcels.
- (b) For the passage and parking of motor vehicles in those portions of the Parking Lots that are from time to time designated as parking areas for public use by patrons and invitees of the parties and functions (collectively, "Reciprocal Driveway and Parking Lots Easement").

The Driveway and the existing Parking Lots are shown on the Site Map attached hereto as Exhibit B. The Driveway and the Parking Lots may be relocated within the Parcels by unanimous agreement of the Owners.

3. Maintenance and Repair of Driveway and Parking Lots. Each Owner of a Parcel shall bear the financial responsibility for maintaining and repairing the Driveway and Parking Lots ("Maintenance Costs") as follows:

County Parcel:	33 1/3 %
Parcel 1:	33 1/3 %
Parcel 2 & 3:	33 1/3 %

To the extent that Parcels 2 and 3 are improved, merged or sold by the Atascadero Historical Society, Inc. the parties to this Agreement will meet in good faith to determine whether the proportionate allocation of the shared costs of Maintenance and Repair of Driveway and Parking Lots as described in this section 3 should be modified (i.e., based upon the square footage of the improvements).

The parties acknowledge that further development may occur on the Parcels which may result in additional parking spaces that may be used in common by the Parcels. Accordingly, if common area parking is built in the future, the parties will amend this Agreement to include the additional common area parking within the definition of Parking Lots, and will adjust the proportionate financial responsibility for both the maintenance and repair of the Driveway and Parking Lots in accordance with this section 3.

For purposes of this section, Maintenance Costs for the Driveway and Parking Lots shall include the following:

3.1. Paved Areas. Maintaining all paved surfaces, wheel blocks, and curbs in the Driveway and Parking Lots in good condition including, without limitation, cleaning, sweeping, re-striping, repainting, and resurfacing, using surfacing material of a quality equal to or superior to the original surfacing material. Sealing and resurfacing of the asphalt shall be on a regular maintenance schedule of not less than every three to five years. Any asphalt areas that require maintenance sooner shall be attended to as needed.

3.2. Traffic and Parking Signs and Markers. Placing, keeping in repair, replacing, and repainting any appropriate directional or parking enforcement signs, markers and lines.

3.3. Storm Drains. Maintaining, cleaning, and repairing all storm drains located in the Driveway and Parking Lots, and the storm drain located on the County Parcel.

3.4. Compliance with Laws. Complying with all federal, state and local rules, regulations and laws applicable to all such maintenance and repair, including, without limitation, those laws regarding the payment of prevailing wage when applicable.

3.5. Parking Lot Lights. Maintaining, repairing, and replacing as necessary the light fixtures in the Driveway and Parking Lot areas.

3.6. Maintenance/Repair Scheduling and Reimbursement. The Hotel Park Business & Professional Center Association, Inc. (Owner of Parcel 1) shall be responsible for scheduling the maintenance and repairs described in sections 3.1 through 3.5 above and in section 4 below, and for providing each Owner with a cost estimate for reasonable maintenance and/or repair and a reasonable opportunity for the Owners to meet and confer and approve the proposed work, which shall not be unreasonably withheld. Except for Landscaping (section 4), which costs shall be split and reimbursed as provided in that section, each Owner shall reimburse the Hotel Park Business & Professional Center Association, Inc. for its proportionate share of the Maintenance Costs as specified in section 3 above within fourteen (14) days of receipt of a statement for reimbursement from the Hotel Park Business & Professional Center Association, Inc.

4. Landscaping. Maintaining and replacing as necessary the landscaping in the Driveway and Parking Lots areas. Landscaping bills will be administered and paid by the Hotel Park Business & Professional Center Association, Inc. (Owner of Parcel 1) on behalf of Owners. Hotel Park Business & Professional Center Association, Inc. will submit statements to Owners for reimbursement of their proportionate share of the Landscaping bills. Reimbursement amounts shall be split and reimbursed within 14 days of receipt of a statement by the following percentages:

County Parcel: 37.5% of total bill
Parcel 1: 37.5% of total bill
Parcels 2 and 3: 25% of total bill.

Any future additions or upgrades to the existing Landscaping are excluded from this Agreement for purposes of shared Maintenance Cost.

5. Maintenance and Repair of Exterior ADA Lift. The Owners of Parcels 2 and Parcel 3 and the County Parcel shall bear the financial responsibility for regular maintenance, monitoring, and repair of the exterior ADA lift that provides ADA access from the sidewalk level to the parking lot level in the proportionate amount as follows:

County Parcel: 50%
Parcel 2: 25 %
Parcel 3: 25%

The County shall be responsible for scheduling the maintenance and repairs for the ADA lift. Each Owner shall reimburse the County for its proportionate share of the Maintenance/Repair Costs within twenty-one (21) days of receipt of a quarterly statement for reimbursement from the County.

6. Utility Payments and Parking Lot Lighting. Each Owner shall be responsible for the electric and water utility payments for the Parking Lots and Driveway located within their Parcel. Should any Owner need additional lighting or extended parking lot lighting hours on other parcels beyond the regular hours of 5:00 p.m. to 7:00 a.m. excepting reasonable modification to take into account Daylight Savings Time, a written request will be made to the Owners of the other parcel and an agreed upon shared utility cost for the additional lighting or extended lighting hours will be determined between the Owners.

7. Insurance. Each Owner shall obtain and keep in force during the term of this Agreement a policy of commercial general liability insurance with broad form general liability endorsement in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence of bodily injury and property damage combined for their respective parcels against the risks of bodily injury, property damage and personal injury liability.

8. No Public Dedication. This Agreement shall be deemed to benefit the Parcels and the respective Owners, successors and assigns. Nothing herein shall be deemed to be a gift or dedication of any portion of the Reciprocal Driveway and Parking Lots Easement, or any other portion of the Parcels to the general public or for the general public for any public purposes whatsoever. It is the intention of the Owners that this Agreement be strictly limited to and for the purposes herein expressed.

9. Covenants to Run With Land. Each of the covenants, conditions or restrictions in this Agreement shall run with the land, and shall bind successive Owners of the Parcels, for the benefit of each Owner of such Parcels.

10. Indemnification. Each Owner covenants and agrees to indemnify, defend and hold all other Owners harmless from and against any and all claims, damages, liabilities, costs, expenses (including reasonable attorneys' fees, expert witness fees and other expenses, and costs of suit incurred in connection with such claims), including any actions or proceedings brought thereon, arising from or as a result of the injury to or death of any person, or damage to the property of any other person or entity, which occurs on any Parcel owned by another Owner arising out of a permissible use of the Driveway or Parking Lots by the indemnifying party or as a result of the indemnifying party's failure to comply with the terms of this Agreement.

11. Termination of Agreement. Notwithstanding anything to the contrary herein, no breach of this Agreement shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, but such provision shall not affect in any manner any of the other rights or remedies which such Owner may have under law or in this Agreement including, but not limited to, those arising by reason of any breach of this Agreement. This Agreement may only be terminated by the mutual written agreement of each of the Owners of all of the Parcels or as otherwise provided by law, and a party's non-use of one or more of the Easements granted under this Agreement shall not terminate the Easement not being used or be deemed an abandonment of any such easement.

12. Compliance with Laws. The Owners shall at all times comply fully with all applicable laws, ordinances, rules, and regulations of any governmental and quasi-governmental agency having jurisdiction over the Parcels.

13. Default and Remedies.

13.1. Default. Upon any material breach of any provision of this Agreement by any Owner, any other Owner may serve written notice describing such breach to such breaching Owner. If such breach is not cured within ten (10) days after delivery of such written notice, such breaching Owner shall be in default of this Agreement. An act of condemnation by any public entity shall not be considered a default under this Agreement.

13.2. Remedies. A default under this Agreement may be enforced by any Owner. Any such Owner, in addition to any remedies it may have at law or in equity, shall have the right to perform such obligation on behalf of such defaulting Owner and be reimbursed by such defaulting owner for the cost of performance thereof, together with interest at the maximum legal rate allowed by law.

13.3. Failure to Enforce is Not a Waiver. The failure of any Owner or Owners to insist upon the strict performance of any covenant, condition, or restriction in this Agreement shall not be construed as a waiver of any future breach of such provisions.

14. Lenders Acknowledgment of Agreement. This Agreement and all of its provisions shall be superior and senior to any lien (including a mortgage or deed of trust) placed on any Parcel or a portion of any Parcel. Any Party who has encumbered

its Parcel with a mortgage or deed of trust prior to the effective date of this Agreement shall cause its Lender(s) to execute, in recordable form, and record in the Official Records of the County of San Luis Obispo, State of California, a written instrument subordinating its encumbrance to this Agreement. The mortgagee under a mortgage or the beneficiary under a deed of trust (referred to in this Agreement as a "Lender") shall not be obligated to perform any of the terms, covenants, or conditions of its borrower-Party under this Agreement unless and until the Lender acquires title to the borrower-Party's Parcel, and then, only for the period during which the Lender retains title to the Parcel. Any Person (including a Lender) who acquires title to a Parcel as a result of a default under a mortgage or deed of trust shall be obligated to perform all terms, covenants, and conditions of the defaulting borrower-Party under this Agreement, commencing when the Person acquires title to the Parcel and continuing for so long as the Person owns the Parcel. A breach of any of the terms, conditions, covenants, or restrictions of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but the violated term, condition, covenant, or restriction shall be binding on and effective against any Person (including any Lender) who acquires title to a Parcel or portion of a Parcel by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. Notwithstanding anything to the contrary in this section 14, neither the making of a mortgage or deed of trust by a borrower-Party on its Parcel nor the subsequent foreclosure of any mortgage or deed of trust shall relieve the borrower-Party of its liability under this Agreement.

15. General Provisions.

15.1. Successors. This Agreement is and shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors, assigns, heirs, administrators, executors and legal representatives.

15.2. Governing Law. This Agreement is governed by the laws of the State of California.

15.3. Duration. Unless otherwise cancelled or terminated, all the easements granted in this Agreement shall continue in perpetuity.

15.4. Entire Agreement. This Agreement contains the entire agreement of the parties relative to the matters provided for herein and supersedes and replaces any prior agreement, oral or written, regarding the subject matter of this Agreement. No changes, amendments or alterations to this Agreement shall be effective unless in writing and signed by all parties. All amendments shall be recorded as required by section 15.7. Amendments to this Agreement and approvals for maintenance and repairs may be signed for the County by the General Services Director or designee.

15.5. Notices. All notices under this Agreement shall be in writing and sent by (a) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, (b) by a nationally recognized overnight courier, in which case, notice shall be deemed delivered by one business day after deposit with that courier, or

(c) telecopy or similar means, if a copy of the notice is also sent by United States Mail, as follows:

Hotel Park Business & Professional Center Association, Inc.
P.O. Box 1980
Atascadero, CA 93423
Attn: Glen R. Lewis, President
Tel: (805) 466-6645

County of San Luis Obispo
General Services Department
1087 Santa Rosa Street
San Luis Obispo, California 93408
Attn: Real Property Manager
Tel: (805) 781-5200

The Atascadero Historical Society, Inc.
P.O. Box 1047
Atascadero, CA 93423
Attn: Jim Wilkins, President
Tel: (805) 550-9807

15.6. Counterparts. This Agreement may be executed in counterpart original, all of which together when executed, shall be deemed to be one (1) instrument.

15.7. Recording. A full original of this Agreement shall be recorded in the Office of the Clerk-Recorder for San Luis Obispo County.

/////////////////////////////////NOTHING FURTHER BEYOND THIS POINT/////////////////////////////////

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date set forth below.

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson, Board of
Supervisors

Approved by the Board of Supervisors
on this _____ day of _____, 2015.

ATTEST:

Clerk of the Board of Supervisors

**APPROVED AS TO FORM AND
LEGAL EFFECT:**

RITA L. NEAL,
County Counsel

By: Sharon McFarlane
Deputy County Counsel

Date: 8/17/15

**HOTEL PARK BUSINESS &
PROFESSIONAL CENTER
ASSOCIATION, INC.**

By: Glen R. Lewis
Glen R. Lewis, President and
Treasurer

**ATASCADERO HISTORICAL
SOCIETY, INC., A CALIFORNIA
CORPORATION**

By: James R. Wilkins
James R. Wilkins, President

By: Irene J. Bishop
Irene Bishop, Treasurer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Luis Obispo }

On _____, before me, _____, Deputy County Clerk-Recorder, County of San Luis Obispo, State of California, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TOMMY GONG, County Clerk-Recorder and Ex-Officio Clerk of the Board of Supervisors

By: _____
Deputy County Clerk-Recorder

(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Luis Obispo }

On 8/17/15, before me, Elizabeth A. Hall, Notary Public, personally appeared,
(insert name and title of officer)

Glen R. Lewis, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

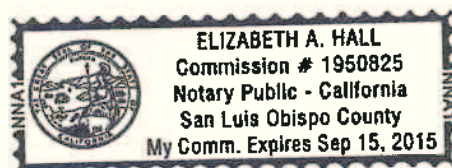
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

By:

Elizabeth A. Hall

(SEAL)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Luis Obispo }

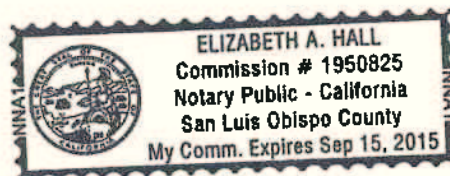
On 8/17/15, before me, Elizabeth A. Hall Notary Public, personally appeared,
(insert name and title of officer)

James R. Wilkins, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

By: Elizabeth A. Hall (SEAL)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Luis Obispo }

On 8/17/15, before me, Elizabeth A. Hall, Notary Public, personally appeared,
(insert name and title of officer)

Irene Bishop, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

By: Elizabeth A. Hall (SEAL)

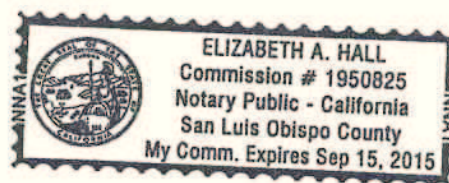


Exhibit A

Legal Description of County Parcel

APN: 029-363-048

Lot 1 of Tract 1858-2, in the City of Atascadero, County of San Luis Obispo, State of California, according to the Map recorded June 2, 2004 in Book 23, Pages 73 and 74 of Maps, in the office of the County Recorder of said county.

Exhibit B

Site Map



Exhibit C

Legal Description of Parcel 1

APN: 029-363-046

Lot 1 of Tract 1858-1, in the city of Atascadero, County of San Luis Obispo, State of California, according to the Map recorded February 21, 1991 in Book 16, Page 16 of Maps, in the office of the County Recorder of said county.

Exhibit D

Legal Description of Parcel 2

APN: 029-363-049

Lot 2 of Tract 1858-2, in the City of Atascadero, County of San Luis Obispo, State of California, according to the Map recorded June 2, 2004 in Book 23, Pages 73 and 74 of Maps, in the office of the County Recorder of said county.

Exhibit E

Legal Description of Parcel 3

APN: 029-363-050

Lot 3 of Tract 1858-2, in the City of Atascadero, County of San Luis Obispo, State of California, according to the Map recorded June 2, 2004 in Book 23, Pages 73 and 74 of Maps, in the office of the County Recorder of said county.